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*Counsel for Plaintiff*

In re ALFONSO NIETO

## Chapter 13

Adv. Proc. No.: 20-01097-MKN

Defendants.

**PARTIES, JURISDICTION AND VENUE**

1. Plaintiff Alfonso Nieto (“Plaintiff” or “Alfonso”) is an individual and the Debtor in the Chapter 13 Bankruptcy Case filed in the District of Nevada bearing case number 20-13031. Plaintiff can be served with process via mail sent to his attorney of record, George Haines, Esq., Freedom Law Firm, LLC, 8985 South Eastern Ave., Suite 350, Las Vegas, NV 89123.

2. Alfonso owned a property located at: 6033 Watermelon Street, North Las Vegas, NV 89081 (the “Property”).

3. Defendant Sanam Limited is a domestic limited liability company that formed on May 21, 2020. Sanam has not named a registered agent in its filings with Nevada Secretary of State. The alleged address of Sanam Limited (“Sanam”) registered agent is: 2218 Buccaneer Boulevard, Henderson, NV 89074.

4. However, this alleged address does not exist in Henderson, NV.

5. Sanam is allegedly managed by the Sanam Management Trust (“Sanam Trust”) located at: 2340 Paseo Del Prado, Building D, Suite 305, Las Vegas, NV 89102.

6. The address for the Sanam Trust is actually the address for The Wright Law Group, PC (“Wright Law”).

1  
2 7. Wright Law has claimed it has no knowledge or association with  
3 the Sanam Trust.

4 8. Bosco Credit II Trust Series 2010-1 (“Bosco”) is a Delaware  
5 statutory trust and was the beneficiary of the second mortgage note on the  
6 Property. Bosco’s registered agent is Deutsche Bank Trust Company of  
7 Delaware.  
8

9 9. Deutsche Bank National Trust Company (“Deutsche Bank”) is a  
10 certificate trustee on behalf of Bosco.

11 10. Franklin Credit Management Corporation (Franklin”) is a  
12 foreign corporation organized under the laws of New Jersey and is licensed to  
13 do business in Nevada. Franklin was the servicer on the second loan held by  
14 Bosco.  
15

16 11. Defendants Bosco, Deutsche Bank and Franklin are foreign  
17 corporations, partnerships, or other unincorporated associations, and,  
18 therefore, service may be affected pursuant to Fed.R.Bankr.P.7004(b)(3).  
19

20 12. Franklin Credit Management Corporation (Franklin”) is a  
21 foreign corporation organized under the laws of New Jersey and is licensed to  
22 do business in Nevada. Franklin was the servicer on the second loan held by  
23 Bosco.  
24

1  
2 13. Defendants are corporations, partnerships, or other  
3 unincorporated associations, and, therefore, service may be affected pursuant  
4 to Fed.R.Bankr.P.7004(b)(3).

5 14. Bosco may be served by mailing, first class, a copy of the  
6 summons and complaint to: Deutsche Bank Trust Company Delaware at 1011  
7 Centre Road, Ste 200, Wilmington, DE 51266 and to the attention of an  
8 officer, managing general agent, or to any other agent authorized by  
9 appointment of law.  
10

11 15. Deutsche Bank may be served by mailing, first class, a copy of  
12 the summons and complaint to: 300 South Grand Avenue 41<sup>st</sup> Floor, Los  
13 Angeles, CA 90071 and to the attention of an officer, managing general agent,  
14 or to any other agent authorized by appointment of law.  
15

16 16. Franklin may be served by mailing, first class, a copy of the  
17 summons and complaint to: Corporation Service Company, 112 North Curry  
18 Street, Carson City, NV 89703 and to the attention of an officer, managing  
19 general agent, or to any other agent authorized by appointment of law.  
20

21 17. Sables, LLC (“Sable”s) may be served by mailing, first class, a  
22 copy of the summons and complaint to: Shadd A. Wade, 9435 W. Russel  
23 Road, Suite 120, Las Vegas, NV 89148 and to the attention of an officer,  
24

1  
2 managing general agent, or to any other agent authorized by appointment of  
3 law.

4 18. Sanam may be served by mailing, first class, a copy of the  
5 summons and complaint to: 2218 Buccaneer Boulevard, Henderson, NV  
6 89074 and to the attention of an officer, managing general agent, or to any  
7 other agent authorized by appointment of law.  
8

9 19. Sables, LLC (Sables) is a domestic limited liability company.

10 20. Upon information and belief, Sables was the duly appointed  
11 trustee retained by Franklin to conduct the foreclosure sale on the Property.  
12

13 21. Non-Party Select Portfolio Servicing, Inc. ("SPS") services the  
14 first mortgage on the Property.

15 22. Non-party U.S. Bank National Association, as Trustee for  
16 MASTR Asset Backed Securities Trust 2006-WMC4, Mortgage Pass-  
17 Through Certificates, Series 2006-WMC4 ("U.S. Bank) is the current  
18 beneficiary of the first mortgage on the Property.

19 23. SPS filed Claim No. 5 on behalf of U.S. Bank in Alfonso's  
20 Chapter 13 case on July 10, 2020.  
21

22 24. This action is a core proceeding pursuant to 28 U.S.C. § 157(b)  
23 as this is a matter that arises in and is related to the Bankruptcy. This adversary  
24

1  
2 case involves, *inter alia*, “matters concerning the administration of the  
3 estate,” the “allowance or disallowance of claims against the estate,” and  
4 “other proceedings affecting the liquidation of the assets of the estate.” *See*,  
5 28 U.S.C. § 157(b)(2)(A), 157(b)(2)(B), and 157(b)(2)(O), respectively.  
6

7 25. This adversary case also involves claims that are otherwise  
8 related to a case under Title 11—the Bankruptcy—and this Court has  
9 jurisdiction of those claims pursuant to 28 U.S.C. § 157(c)(1).  
10

11 26. Plaintiff consents to the entry of a final order in this proceeding  
12 by this Court.  
13

14 27. This Court has supplemental jurisdiction to hear any state law  
15 statutory and common law claims that may arise pursuant to 28 U.S.C. § 1367.  
16

17 28. Venue in this District is proper under 28 U.S.C. §§ 1391(b),  
18 1408, and 1409. Plaintiff has resided in this District for over One Hundred  
19 Eighty (180) days preceding the commencement of this action, Plaintiff filed  
20 the Bankruptcy in this District, the Bankruptcy is pending in this District,  
21 Defendants conduct business within this District, and engaged in the conduct  
22 complained of occurred within this District.  
23

## 24 **RELEVANT FACTS**

1  
2 29. Alfonso purchased the Property in June 2006. He purchased the  
3 Property by taking out first and second mortgage notes with WMC Mortgage  
4 Corporation.

5 30. On December 8, 2015, MERS filed an assignment transferring  
6 the first note to US Bank. (See copy of Clark County Recorder Site attached  
7 hereto as Exhibit "A").  
8

9 31. On June 5, 2019, an assignment was filed transferring the second  
10 note to Deutsche Bank. (See Exhibit "A").

11 32. At the time of the assignment of the second mortgage, Alfonso  
12 was behind on his second mortgage payments.  
13

14 33. In 2019, Plaintiff started to have health problems, which started  
15 to affect his business and ability to earn income. Plaintiff started falling  
16 further behind on his first and second mortgages at that time.

17 34. On October 18, 2019, Sables filed a Notice of Breach and Default  
18 and of Election to Sell the Real Property Under Deed of Trust ("Notice of  
19 Default") with the Clark County Recorder's Office alleging that there was  
20 default regarding the second mortgage note and the amount outstanding on  
21 the second note was \$8,732.58. (See Notice of Default attached hereto as  
22  
23  
24

1  
2 Exhibit “B”).

3 35. The Notice of Default was never posted in a conspicuous place  
4 on the Property or property.

5 36. In addition, the Notice of Default was not mailed or served on  
6 SPS or US Bank.

7  
8 37. Sables then filed a Notice of Trustee’s Sale with the Clark  
9 County Recorder’s Office on February 13, 2020, regarding the second  
10 mortgage note. (See Notice of Trustee Sale attached hereto as Exhibit “C”).

11 38. The Notice of Trustee’s Sale was also never posted in a  
12 conspicuous place on the Property or property nor was it served on SPS or US  
13 Bank.

14  
15 39. Despite COVID-19, and the failures to comply with the  
16 requirements regarding Nevada Trustee’s Sales set for under NRS 107.080, et  
17 seq., Alfonso’s Property was sold on May 21, 2020, to Sanam for \$40,000  
18 even though the Notice of Trustee’s Sale listed an estimated sale amount of  
19 \$64,036.25.

20  
21 40. Not coincidentally, Sanam was formed the same day that  
22 Alfonso’s Property was sold – May 21, 2020.



1  
2 41. On June 24, 2020, Alfonso filed a Chapter 13 in the District of  
3 Nevada bearing case number 20-13031. (See ECF No. 1).

4 42. Alfonso listed Sanam and Sanam Trust in his Chapter 13  
5 Bankruptcy Scheduled. (See ECF No. 1).

6 43. However, despite being listed in Alfonso's Chapter 13  
7 Bankruptcy, Sanam served Alfonso with its First Three-Day Notice to Quit  
8 Following Sale ("First Notice to Quit) dated July 2, 2020. (See copy of Three-  
9 Day Notice to Quit Following Sale dated July 2, 2020 attached as Exhibit  
10 "D").  
11

12 44. In addition, Sanam disregarded Governor Steve Sisolak's  
13 Declaration of Emergency Directive 008 ("Directive 008") issued on March  
14 29, 2020. Directive 008 clearly stated: "No lockout, notice to vacate, notice  
15 to pay or quit, eviction, foreclosure action, or other proceeding involving  
16 residential or commercial real estate based upon a tenant or mortgagee's  
17 default of any contractual obligations imposed by a rental agreement or  
18 mortgage may be initiated under any provision of Nevada law effective March  
19 29, 2020, at 11:59 p.m., until the state of emergency under the March 12, 2020  
20 Declaration of Emergency terminates, expires, or this Directive is rescinded  
21  
22  
23  
24

1  
2 by order of the Governor.” (See copy of Governor Steve Sisolak’s  
3 Declaration of Emergency Directive 008 attached hereto as Exhibit “E”).

4 45. Governor Sisolak did not amend Directive 008 until he issued  
5 Declaration of Emergency Directive 025 (“Directive 025”) on June 25, 2020.  
6 Directive 025 stated that certain summary evictions could be initiated or re-  
7 initiated effective **July 31, 2020 (emphasis added)**. (See copy of Governor  
8 Steve Sisolak’s Declaration of Emergency Directive 025 attached hereto as  
9 Exhibit “F”).  
10

11 46. Sanam clearly violated Governor’s Sisolak Emergency Directive  
12 008 and 025.  
13

14 47. On July 6, 2020, Alfonso’s attorneys<sup>1</sup> contacted the Law Office  
15 of Andrew Pastwick. At that time, Alfonso’s attorney, George Haines,  
16 informed Mr. Pastwick that Alfonso had filed a Chapter 13 Bankruptcy.

17 48. On July 20, 2020, George Haines sent Mr. Pastwick an email  
18 again discussing Alfonso’ bankruptcy.  
19  
20  
21  
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23 <sup>1</sup> Freedom Law Firm, LLC.  
24

1  
2 49. On July 22, 2020, a Trustee Deed was finally recorded on the  
3 Property. The Trustee Deed was filed over 3-months after the Trustee Sale  
4 took place.

5 50. On August 10, 2020, Sanam served Alfonso Second Three-Day  
6 Notice to Quit Following Sale (“Second Notice to Quit) dated August 10,  
7 2020. (See copy of Three-Day Notice to Quit Following Sale dated August  
8 10, 2020 attached as Exhibit “G”).

9  
10 51. Sanam has never filed a motion for relief from stay allowing it to  
11 proceed with an eviction against Alfonso and his family.

12 52. Sanam has also never attempted to pay the first mortgage on the  
13 Property. In fact, based upon information and belief, Sanam has never  
14 contacted US Bank or SPS regarding the first mortgage note on Alfonso’s  
15 Property.  
16

17 53. Also, since Sanam has presumably intentionally listed incorrect  
18 addresses with the Nevada Secretary of State, Sanam has no intention of ever  
19 making a payment on the first mortgage note.  
20

21 54. Sanam was formed in violation of NRS 77.310 as it is fake entity  
22 that has no named registered agent. In addition, the address of its unnamed  
23 registered agent is a fake address that does not exist.  
24

1  
2 55. Sanam lists that its registered agent is located at: 2218 Buccaneer  
3 Boulevard, Henderson, NV 89074. However, when the Plaintiff attempted to  
4 serve his Adversary Complaint to Sanam at this address, the proof mailing  
5 was returned as unable to deliver or forward. (See Id.).  
6

7 56. Sanam was also formed in violation of NRS 88.161 as this fake  
8 entity is allegedly managed by Sanam Management Trust. Pursuant to NRS  
9 88.161(d), the Sanam Management Trust must list its address in the articles  
10 of organization.

11 57. Sanam Management Trust claims that it is located at the  
12 following address: 2340 Paseo Del Prado, Building D, Suite 305, Las Vegas,  
13 NV 89102. Sanam Management Trust is not located at this address.  
14

15 58. The Wright Law Group, P.C. is located at this address and John  
16 Wright, Esq.<sup>2</sup> has no knowledge of the Sanam Management Trust.

17 59. When the Plaintiff attempted serve his Adversary Complaint to  
18 Sanam at this address, the proof mailing was returned as unable to deliver or  
19 forward.  
20  
21  
22

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23 <sup>2</sup> John Wright is the owner of The Wright Law Group, P.C.

1  
2       60. Sanam has also allegedly has been or still is represented by  
3 Patrick Driscoll, Esq. and Andrew H. Pastwick, Esq. However, neither Mr.  
4 Driscoll or Mr. Pastwick were given authority to accept service on behalf of  
5 Sanam.

6  
7       61. Sanam is a fake entity, which cannot take title to real or to  
8 personal property, acquire rights by contract or otherwise, incur debts or other  
9 liabilities either in contract or tort, sue or be sued. Sanam cannot legally own  
10 property because it does not exist. Therefore, the Plaintiff still has legal  
11 ownership of the Property.

12  
13  
14                   **COUNT ONE**  
15                   **VIOLATION OF SECTION 362 TITLE 11 OF THE UNITED**  
16                   **STATES CODE**  
                    **(AS TO DEFENDANT SANAM)**

17       62. Plaintiff hereby incorporates all allegations contained in  
18 paragraphs 1 through 61 above as fully stated herein.

19       63. Sanam's had knowledge of Alfonso's Chapter 13 Bankruptcy  
20 and still served him with First Notice to Quit on July 2, 2020 and Second  
21 Notice to Quit on August 10, 2020.  
22

1  
2 64. Sanam's actions were willful and done intentionally, knowing  
3 that Alfonso had filed bankruptcy, and in complete defiance of the Bankruptcy  
4 laws. 11 U.S.C. § 362(a) specifically states as follows:

5  
6 Except as provided in subsection (b) of this  
7 section, a petition filed under §301, §302 or  
8 §303 of this title, or an application filed Under  
9 section 5(a) (3) of the Securities Investor  
Protection Act of 1970 (15 U.S.C. §78eee(a)(3),  
operates as a stay, applicable to all entities, of...

10  
11 (1)the commencement or continuation,  
12 including the issuance or employment of  
13 process, of a judicial, administrative, or other  
14 action or proceeding against the debtor that was  
15 or could have been commenced before the  
16 commencement of the case under this title, or to  
recover a claim against the debtor that arose  
before the commencement of the case under this  
title...

17  
18 (3) any act to obtain possession of property of  
19 the estate or of property from the estate or to  
exercise control over property of the estate.

20  
21 65. Pursuant to 11 U.S.C. §362(c) "The stay of an act against  
22 property of the estate under subsection (a) of this section continues until such  
23  
24

1  
2 property is no longer property of the estate” and “the stay of any other act . .  
3 . continues until the earliest of—(A) the time the case is closed; (B) the time  
4 the case is dismissed; or (C) . . . the time a discharge is granted or denied.”

5 66. Further, 11 U.S.C. § 362(k) provides that “[a]n individual injured  
6 by any willful violation of a stay provided by this section shall recover actual  
7 damages, including costs and attorney's fees, and...punitive damages.”  
8

9 **COUNT TWO**

10 **INTENTIONAL INTERFERENCE WITH CONTRACTUAL**  
11 **RELATIONS**  
12 **(AS TO DEFENDANT - SANAM)**

13 67. Plaintiff hereby incorporates all allegations contained in  
14 paragraphs 1 through 62 above as fully stated herein.

15 68. Sanam knows there is first note on the Property between Plaintiff  
16 and US Bank.

17 69. Pursuant to NRS 86.231, a limited liability company in Nevada  
18 shall have a registered agent with a valid street address for service of process.  
19

20 70. Sanam left the name of its registered agent blank with Nevada  
21 Secretary of State (“NSOS”). (See copy of Sanam entity information attached  
22 hereto as Exhibit “H”).  
23  
24

1  
2 71. The address of Sanam's unknown registered agent filed with the  
3 NSOS also has an incorrect address. (See Exhibit "H").

4 72. Sanam has purchased the Property with no intention of paying  
5 on the first note nor has Sanam attempted to assume the first note<sup>3</sup>.

6  
7 73. Unless Alfonso can recover the Property, US Bank's only  
8 remedy will be to foreclose on Alfonso.

9 74. For its part, Sanam has purposefully made foreclosing on the  
10 Property very time-consuming and difficult because it has an unknown  
11 registered agent with an incorrect address.

12 75. Sanam has also clearly failed to comply with NRS 86.231 and in  
13 doing so has wrongfully interfered with the contractual relationship between  
14 Alfonso and US Bank.  
15  
16  
17  
18  
19  
20  
21

22  
23 <sup>3</sup> Sanam would likely have to pay an assumption fee of \$2,472.00 to assume the first  
24 mortgage note.



**COUNT THREE**  
**FAILURE TO COMPLY WITH NRS 107.087**  
**(AS TO DEFENDANT – FRANKLIN)**

76. Plaintiff hereby incorporates all allegations contained in paragraphs 1 through 71 above as fully stated herein.

77. Pursuant to NRS 107.087 section 1(a)(1-2), the power of sale must not be exercised, however, until:

1. In addition to the requirements of NRS 107.080, if the sale of property is a residential foreclosure, a copy of the notice of default and election to sell and the notice of sale must:

(a) Be posted in a conspicuous place on the property not later than:

(1) For a notice of default and election to sell, 100 days before the date of sale;

(2) For a notice of sale, 15 days before the date of sale....

78. Neither the Notice of Default nor the Notice of Sale was posted in conspicuous plan on Alfonso's property.

79. The Notice of Default and Notice of Sale, therefore, are invalid and Alfonso is entitled to an Order that the Notice be rescinded and to take such further action as may be required to clear the title on Alfonso's Property.

80. It has been necessary for Alfonso to retain the services of attorneys to prosecute this action and therefore he is entitled to recover

reasonable attorney's fees and costs incurred in accordance with the law, including, without limitation, as special damages.

**COUNT FOUR**

**DECLARATORY JUDGMENT/QUITE TITLE  
(AS TO DEFENDANT – SANAM)**

81. Plaintiff hereby incorporates all allegations contained in paragraphs 1 through 76 above as fully stated herein.

82. Plaintiff alleges that Defendant Sanam is a fictitious entity and the Trustee Deed Upon Sale granted and conveyed to Sanam regarding the Property is void.

83. A cloud now exists to the title to the Property.

84. Plaintiff is entitled by equity to seek a determination by this Court as to the rights and obligations of the parties regarding the ownership of the Property

85. Plaintiff is entitled by NRS 40.010 to seek a determination by this Court as to the rights and obligations of the parties regarding the ownership of the Property.

86. Plaintiff is entitled to a declaratory judgment that quiets title in the Property and reverts title of the Property in Plaintiff's name.

87. Plaintiff is entitled to an award of attorneys' fees and costs.

**PRAYER FOR RELIEF**

**WHEREFORE**, Alfonso Nieto, through counsel, prays for the entry of judgment in their favor and against SANAM LIMITED; and FRANKLIN CREDIT MANAGEMENT CORPORATION as follows:

- A. A finding that Sanam violated 11 U.S.C. § 362 in Count One;
- B. For an award of actual damages and punitive damages against Sanam as to Count One;
- C. A finding that Sanam intentionally interfered with the contractual relationship between Alfonso and US Bank;
- D. For an award of actual damages and punitive and punitive damages against Sanam as to Count Two;
- E. For an award of statutory damages against Franklin in the amount of Five Thousand Dollars (\$5,000) or treble the amount of actual damages, whichever is greater for violating NRS 107.080 as alleged in Count Three;
- F. A declaratory judgment that quiets title in the Property and reverts title of the Property in Plaintiff's name as alleged in Count Four;

- 1
- 2 G. An injunction enjoining all Defendants from any further
- 3 actions to remove Alfonso from his Property;
- 4 H. For an award of all attorneys' fees as to all Counts;
- 5 I. A request to convert the Order to a final judgment subject to
- 6 execution under FRBP 7069; and
- 7
- 8 J. Any other legal or equitable relief that the court deems
- 9 appropriate.
- 10

11 Dated: March 3, 2021

12 Respectfully submitted,

13 By:/s/George Haines, Esq.

14 George Haines, Esq.

15 Nevada Bar No.:9411

16 Freedom Law Firm

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